

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

Capital GMC Truck, Inc.
5500 S. Laburnum Avenue
Richmond, VA 23231

Telephone: 804-222-4600
Fax: 804-226-4526
Contact: Lenny Windham or Curtis Cobert
Email: lwindham@pickcapital.com or
ccobert@pickcapital.com
Terms: Net 30
F.O.B.: Chesterfield, VA
Delivery: As required by contract

Vendor #V009521

CONTRACT SUBJECT: Automotive Parts and Accessories (OEM)
PRODUCT CODE: 060-72
CONTRACT PERIOD: June 1, 2016 through May 31, 2017
(Fourth of Five Terms)
CONTRACT NUMBER: 13-0751

INSTRUCTIONS

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor's invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

LOT 3 – GENERAL MOTORS CORPORATION

| | |
|---|---|
| Percentage Discount from actual Manufacturer's Suggested Retail Price (MSRP) | 35% |
| Price List Available? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Print <input type="checkbox"/> Electronic <input type="checkbox"/> |
| Price List Name and/or Number (if applicable) | N/A - MSRP will be printed on each invoice |
| Effective Date | N/A |
| Warranty Information | 12 months (excludes engines and transmissions – 36 month warranty) |

Discount firm during contract period.

RENEWAL OF CONTRACT

This contract may be renewed by the County for four successive one year periods under the terms and conditions of the original contract. Pricing for renewal terms shall be based on the minimum percentage discount from the most recently published actual Manufacturer's Suggested Retail Price (MSRP). Although the price list in effect may vary during a contract term, the fixed minimum percentage shall remain firm for the entire term of the contract, to include each renewal term. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

CONTRACTOR REPRESENTATIVE

The Contractor shall designate a sales representative that shall visit the Fleet Management and School sites a minimum of once every 30 days to address questions or concerns. Additionally, the representative shall meet with appropriate Fleet Management or School staff once per quarter.

CORE CHARGES

The County will not pay core charges in advance. The County will return used automotive parts containing cores to the Contractor within three months after the new part is put in service. If the core is returned after this time, the Contractor may assess a core charge in accordance with generally accepted industry practices.

DEFECTIVE PRODUCTS/PARTS

The Contractor shall be responsible for the pick-up/return of any defective products/parts. The defective item shall be replaced with the same item, at no charge to the County, and shall ship immediately upon notification and not wait for the defective product/part pick-up/return. All costs associated with pick-up/return and delivery of replacement products/parts shall be the responsibility of the Contractor.

DELIVERY INSTRUCTIONS/NOTIFICATION

1. Deliveries shall be made to the following locations, specified at the time of order:

- a. Fleet Management Division
Consolidated Vehicle Maintenance Facility
9700 Lori Lane
Chesterfield, VA 23832
- b. Fleet Management Division
School Bus Maintenance Facility
10201 Courthouse Road
Chesterfield, VA 23832
- c. Fleet Management Division
Walmsley Vehicle Maintenance Facility
7300 Walmsley Boulevard
North Chesterfield, VA 23235

- d. School Board Operations and Facilities Department
9800 Krause Road
Chesterfield, VA 23832

2. In-Stock Parts:

- a. Deliveries shall be made no later than the next business day after the order is placed. Deliveries shall be made twice per day, per site; once in the morning between the hours of 7:30 a.m. and 11:00 a.m. and once in the afternoon between the hours of 1:00 p.m. and 3:30 p.m., Monday through Friday, excluding holidays observed by the County. Deliveries will not be accepted prior to 7:30 a.m. or after 3:30 p.m.
- b. The Contractor shall stock, or have readily accessible for delivery, sufficient quantities of automotive parts and accessories to comply with this requirement.
- c. If parts are not available at the time the order is placed, the Contractor shall expedite delivery (from warehouse or another dealer) to meet the next business day delivery requirement at no additional cost to the County.

3. Non-Stock Parts:

- a. The County prefers delivery of non-stock parts within three business days after the order is placed.
 - b. The County may authorize the Contractor to expedite automotive parts deliveries through air freight, overnight delivery or other methods to ensure delivery of critical parts. This authorization shall be at the discretion of the County, as requested only.
 - c. Any additional cost for expedited delivery authorized by the County will be paid by the County at the actual delivery cost.
4. Inside delivery is required to the County automotive parts representative at the designated location.
5. Partial deliveries may be approved on a case by case basis.
6. Any parts delivered without a written purchase order or verbal request containing a purchase order number shall be at the Contractor's expense.

DELIVERY TICKETS/INVOICES

The Contractor shall furnish a legible, itemized delivery ticket or invoice for every delivery made to the County. The delivery ticket or invoice shall include, at a minimum, the following information:

- 1. Purchase order number
- 2. Ticket number
- 3. Name of County staff requesting the items
- 4. Facility name

5. Date of delivery
6. Description of products delivered
7. Quantity
8. Contract price
9. Signature of County staff accepting the delivery

**MANUFACTURER DIRECT REPLACEMENT AND/OR DISCONTINUED
EQUIPMENT/PARTS**

During the contract, Chesterfield County shall be notified promptly of any manufacturer's discontinued or direct replacement equipment/parts. The Contractor shall be responsible for equipment/parts replacement suggestions to the County when equipment/parts have been discontinued by the manufacturer. Replacement equipment/parts for discontinued equipment/parts shall be furnished at the contract price, and Chesterfield County will be the sole authority to accept or reject suggested replacement equipment/parts.

MATERIAL SAFETY DATA SHEETS (MSDS)

It shall be the responsibility of the Contractor(s) to furnish material safety data sheets (MSDS) as applicable, and to ensure all containers are labeled in accordance with the Virginia Hazard Communication Standard.

MONTHLY STATEMENTS

Payments will be made by monthly statement. The Contractor shall submit a monthly statement within the first five business days of the month for the previous month's purchases to the following addresses, as appropriate:

1. Fleet Management Division
P. O. Box 610
Chesterfield, VA 23832
2. School Board Operations and Facilities Department
9800 Krause Road
Chesterfield, VA 23832

The statement shall be itemized, and include the delivery ticket or invoice number and amount. A signed delivery ticket or invoice must accompany each statement. Statements received without the appropriate documentation will be returned to the Contractor.

NEGOTIATING CONTRACT REDUCTIONS

The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

PRICE LISTS

It is the Contractor's responsibility to provide the Purchasing Department and departments/schools with the up-to-date price lists against which discounts are to be applied; this may include approximately four price lists per manufacturer.

RETURNS

1. Any items delivered that were not ordered by the County shall be returned to the Contractor at no additional cost to the County. The Contractor shall pick up the incorrect items on its next regularly scheduled delivery date, or no later than seven days after notification, whichever occurs first. Credit shall be issued in the amount of the original acquisition cost.
2. Restocking fees may be assessed only for special order items, or items ordered incorrectly by the County. Restocking fees shall not exceed 20% of the original acquisition cost. The County will return all parts in their original unsoiled packaging.
3. Items that are custom made to the County's specifications will not be returnable.
4. The Contractor shall allow return of any obsolete or overstocked items once annually for each location. Returns shall occur between January 1 and January 31 of each year. Credit shall be issued at actual acquisition cost with no restocking fees.

USAGE REPORTS

Upon request, the Contractor shall provide the Chesterfield County Purchasing Department with a summary of all sales by delivery site, to include quantity and description of items.

WARRANTY

The Contractor agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.

If there are any questions regarding this contract, please contact Jacque Comuzzi, Senior Contract Officer, at 804-748-1834.